

CITY COUNCIL OF THE CITY OF ANNAPOLIS

ORDINANCE NO. O-16-04Amended

Introduced by Mayor Moyer

AN ORDINANCE concerning

Master Lease for Stanton Center

FOR the purpose of approving the leases for certain City-owned space in the Stanton Center to various organizations; and matters generally relating to said lease.

* * * * *

SECTION I: BE IT ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY COUNCIL that the master lease agreement, attached hereto and made a part hereof is hereby approved, and the Mayor is hereby authorized to execute specific leases as listed below on behalf of the City of Annapolis.

Tenant-- Introduction and Sections 1, 23(a) & 27	Use of Space-- Section 3	Base Rent-- Section 5(A)	Addition- al Rent-- Section 5(B)
Anne Arundel Medical Center, William C. West 2002 Medical Parkway, Annapolis, MD 21401	medical clinic	\$18,060 <u>\$1 per year</u>	-0-
Anne Arundel Medical Center, William C. West 2002 Medical Parkway, Annapolis, MD 21401	dental clinic	First year of rent waived, then \$8,235 <u>\$1 per year</u>	-0-
Annapolis Youth Services Bureau, Yevola S. Peters 251 West Street, PO Box 1951, Annapolis, MD 21404	juvenile delinquency prevention programs	\$18,975 <u>\$1 per year</u>	-0-

Greater Clay St. Development Corporation Bertina Nick, President 92 W. Washington Street, Annapolis, MD 21401	coordinating revitalization activities including housing and human services	\$2,310 <u>\$1 per year</u>	-0-
We Care and Friends Larry Griffin 92 W. Washington Street, Annapolis, MD 21401	provide assistance to the homeless	\$2,310 <u>\$1 per year</u>	-0-

SECTION II: AND BE IT FURTHER ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY COUNCIL that in accordance with Article III, Section 8 of the Charter of the City of Annapolis, the proposed leases of certain City-owned space in the Stanton Center will better serve the public need for which the property was acquired.

SECTION III: AND BE IT FURTHER ESTABLISHED AND ORDAINED BY THE ANNAPOLIS CITY COUNCIL that this Ordinance shall take effect from the date of its passage.

ADOPTED this 11th day of October, 2004.

ATTEST:

THE ANNAPOLIS CITY COUNCIL

Deborah Heinbuch, MMC
City Clerk

BY: _____
ELLEN O. MOYER, MAYOR

EXPLANATION:

Redlining indicates matter added to existing law.

~~Strike Out indicates matter deleted from existing law.~~

Underlining indicates amendments.

STANTON CENTER
MASTER LEASE

THIS AGREEMENT OF LEASE, made this ____ day of _____, 20 ____, by and between the City of Annapolis, a municipal corporation, and ("City"), and _____ ("Tenant").

WHEREAS, Tenant desires to lease the designated Space(s) under the terms and conditions hereinafter set forth.

WHEREAS, pursuant to Ordinance _____ the Annapolis City Council has authorized this Lease and has determined that this Lease will serve the public need for which the referenced premises were acquired.

WHEREAS, this Lease is executed consistent with the policies established in City Charter Article III, Section 8 and City Code, Section 6.04.210.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions and agreements contained herein and of the rents and payments hereinafter reserved, City hereby leases to Tenant, and Tenant leases from City, all that space in the Stanton Center, 93 West Washington Street Annapolis Maryland, described herein under the following terms and conditions:

1. Premises: The lease premises shall be that area of the Stanton Center designated as _____ and outlined on Exhibit A hereto, hereinafter referred to as the "Space(s)".

2. Term: The term of this Lease shall be for ~~six (6)~~ **seven (7)** months beginning ~~January 1, 2004~~ **December 1, 2004**, and terminating on June 30, 2004 **2005**. This Lease shall automatically renew for five (5) additional consecutive terms of one (1) year each, beginning July 1, 2004 **2005** and each July 1st thereafter through and including July 1, 2008 **2009** to June 30, 2009 **2010**, unless the Director notifies Tenant in writing, not later than March 31st of the then current term, that this Lease will not be renewed.

3. Use: In addition to all other legal requirements applicable to the use of the Space(s) and the operation of Tenant's business operations therein, Tenant shall:

- C Use the Space(s) exclusively for the operation of _____;
- C Use the Space(s) directly and solely for the benefit of Tenant;

- 1 C Limit the placement and location of its equipment, fixtures, improvements,
2 advertisements and other property to the confines of the Leased Space(s);
3 C Keep the common areas, parking lots, alleyways and adjacent sidewalks of the
4 Stanton Center free from all such equipment, fixtures, improvements,
5 advertisements and other property; and
6 C Coordinate the scheduling and acceptance of deliveries by 12:00 noon and so as
7 not to interfere with other tenant, traffic and/or parking at the Stanton Center.

8 4. Management of Lease: The Annapolis Central Services Director ("the
9 Director") and his/her designee shall manage the Stanton Center property and to that end,
10 administer this Lease according to its terms.
11

12 5. Rent: Tenant shall pay to the City of Annapolis Director of Finance at 160
13 Duke of Gloucester Street Annapolis Maryland 21401 , the following Rent:
14

15 (A.) Base Rent equal to \$ _____ per month ~~(equal to \$15.00 per~~
16 ~~sq. ft., +/-), due and payable on the first day of each month, beginning on January 1, 2004~~
17 ~~and continuing thereafter each month through June 1, 2004. During any and each renewal~~
18 ~~term of this Lease for the referenced Space(s), the amount of such Base Rent shall~~
19 ~~increase, effective July 1st of each year, by an amount equal to five percent (5%) of the~~
20 ~~previous year's Base Rent; plus \$1 per year.~~
21

22 (B.) Additional Rent equal to \$ _____ per month for refuse removal,
23 HVAC, maintenance, water, sewer, sanitation and other utilities, all to be provided by the
24 City, due and payable with the monthly rental referred to in the preceding paragraph,
25 provided, however, that if Tenant's service requirements are increased or decreased,
26 Tenant shall immediately notify the Director and he/she may, in its his/her sole discretion,
27 make corresponding changes in this monthly service charge; plus
28

29 (C.) Additional Rent equal to any expenses incurred by the City in improving,
30 renovating, repairing or altering the Leased Space(s), providing such improvements,
31 renovations, repairs or alterations are made as a result of Tenant's use of the Space(s),
32 due and payable within 30 days following delivery of an itemized bill to Tenant.
33

34 6. Security Deposit: Concurrent with the execution of this Lease, Tenant shall
35 deposit with City \$ _____ (the equivalent of two (2) months Base Rent
36 hereunder) as security for the full and faithful performance of this Lease by Tenant.
37 Provided Tenant is not then in breach of any term of this Lease, the City shall return to
38 Tenant said deposit, less any amounts rightfully withheld by the City for monies due to it
39 under this Lease, within sixty (60) days after the termination of this Lease.
40

1 7. Tenant's Improvements: Tenant's improvements to the Space(s) and
2 installation of services and equipment (i.e., telephone, computers, cable, _____)
3 therein shall be at Tenant's expense. All such improvements and installations shall
4 conform to City requirements. No improvements shall be made and no equipment shall be
5 installed without the Director's prior approval.
6

7 8. [Reserved]:
8

9 9. Condition at End of Term: Following determination of this Lease Tenant may
10 remove equipment owned by it provided rent and all other charges then due are fully paid.
11 All electrical, water and other connections shall remain undisturbed. In all other respects,
12 the space leased shall be surrendered by Tenant in the same condition as when received,
13 subject to normal wear and tear.
14

15 10. Tenant Default:
16

17 (A.) Rental or Other Payments: In the event that Tenant shall be in default of any
18 payment of Base Rent, Additional Rent, service charges, or other payment under this
19 Lease and such payment is in arrears and unpaid for forty-five (45) days or more, City may
20 distraint therefor; and if said payments, in whole or in part, is in arrears and unpaid for the
21 period of sixty (60) days, then City may, in its sole discretion, direct Tenant to cease and
22 desist any and all use of the Leased Space(s) until all such arrearage is paid in full.
23 Further, if Tenant shall for a period of fifteen (15) days after written notice from said City
24 fail to comply with any of the conditions of this Lease, including failure to timely pay any
25 Base Rent, Additional Rent, service charge or any other payment under this Lease, then
26 City may re-enter upon the Leased Space(s) without further form or process of law, by
27 force or otherwise, without being liable to any prosecution or damages therefor and without
28 other notice or previous demand, and such re-entry shall constitute a termination of
29 Tenant's right to occupy the Leased Space(s) pursuant to this Lease. No such recovering
30 possession of the Leased Space(s), shall deprive the City of any other action or claim
31 against the Tenant for possession, for rent or for damages including but not limited to a
32 claim for rent through the end of the term of this Lease subject only to Tenant's right to a
33 credit, if any it may have, for rent received by the City from any substitute tenant occupying
34 the Space(s) or any part thereof. Tenant also agrees that any fixtures and/or equipment
35 installed by it may be held by the City as security for any unpaid payment due under this
36 Lease.
37

38 (B.) Non-Monetary Default: In the event that Tenant shall be in default in the
39 performance of any term of this Lease, other than as described in subparagraph 10(A), and
40 such default shall not be cured to the satisfaction of the Director within 10 days of written
41 notice by the City to Tenant to cure same, then in that event, City may terminate this Lease,

1 immediately, and enter upon the Space(s) and remove all persons and property. Upon
2 such termination, the City may forthwith re-enter and re-possess the Space(s) without
3 further form or process of law, by force or otherwise, without the City or its agents and
4 servants being liable to any prosecution or damages therefor with all rights reserved to the
5 City as provided under subparagraph 10(A), if any.
6

7 (C.) Late Charges and Attorneys Fees: In the event that the Base Rent or
8 Additional Rent set forth in paragraph 5 of this Lease, or any part thereof, shall remain
9 unpaid for a period of fifteen (15) days after the day on which it is due, then in addition to
10 all other sums due by Tenant under the terms of this Lease, Tenant shall pay the City as
11 Additional Rent hereunder: (i) Late Fees equal to 5% of the unpaid amount; and (ii) if an
12 action of any type is filed in any court, attorneys fees equal to the greater of \$2,500.00 or
13 20% of any and all amounts due by Tenant whether or not the City shall have retained
14 private counsel.
15

16 11. [Reserved]
17

18 12. Assignment, Sublease and Mortgage:
19

20 (A.) Neither the Space(s) nor any portion of them shall be sublet, nor shall this
21 Lease, or any interest in it be hypothecated or mortgaged by Tenant, and any attempted
22 subletting, hypothecation or mortgaging of this Lease shall be of no force or effect, and
23 shall confer no rights upon any other person.
24

25 (B.) Tenant shall not assign this Lease or any part thereof without the prior written
26 consent of the Annapolis City Council;
27

28 (C.) In the event Tenant becomes incompetent, bankrupt, or insolvent, or should a
29 guardian, trustee, or receiver be appointed to administer Tenant's business or affairs,
30 neither this Lease nor any interest here shall become an asset of such guardian, trustee
31 or receiver, and in the event of the appointment of any such guardian, trustee, or receiver,
32 this Lease shall immediately terminate.
33

34 13. Damage to Leased Space: If, during the term of this Lease, the Space(s)
35 shall be damaged by fire, or other casualty, not the fault of the Tenant, its officers, or its
36 employees, then the rents and charges herein reserved shall be abated pending the
37 restoration of said Leased Space(s), in proportion to the extent to which the same shall be
38 rendered untenable. It shall be the responsibility of the City to restore such Space(s)
39 within a reasonable time but only to the condition at the time possession thereof was
40 originally delivered to Tenant, ordinary wear and tear excepted; and it shall be the
41 responsibility of the Tenant to restore its own fixtures and equipment, and if not so restored

1 within a reasonable time as determined by the Director, the City may, in the Director's
2 discretion, declare Tenant to be in default of this Lease and the City may, in the Director's
3 discretion, pursue remedies under paragraph 10 hereof. The City shall have no liability to
4 Tenant for personal injury or property damage, in whole or in part, as a result of damage
5 by fire, by escaped pollutants, or by any other casualty.
6

7 14. Equipment: Tenant shall maintain all equipment and improvements in the
8 Space(s) including, but not limited to plumbing and electrical installations, in accordance
9 with applicable Federal, State and County laws, rules and regulations.
10

11 15. Abandoned Improvements: All alterations, improvements and additions made
12 at Space(s) by Tenant that are remaining at the Space(s) at the termination of the Lease
13 shall, at the option of the Director, become the property of the City.
14

15 16. City Right to Enter: City shall have at all times the right to inspect the
16 Space(s) and to enter thereon for the purposes of making repairs or maintenance and to
17 determine whether Tenant is in compliance with this Lease.
18

19 17. Unlawful Practices by Tenant: Any conviction against Tenant or any person
20 employed by Tenant for violation of any Federal, State, County or Municipal law related
21 to the sale, purchase possession or distribution of controlled substances, in or near the
22 Stanton Center shall, at the Director's sole discretion, be declared to constitute a
23 termination of Tenant's right to occupy the Space(s) under the terms of this Lease. Upon
24 such termination, the City may forthwith re-enter and re-possess the Space(s) without
25 further form or process of law, by force or otherwise, without the City or its agents and
26 servants being liable to any prosecution or damages therefor and with all rights reserved
27 to the City as provided under Paragraph 10 above.
28

29 18. City Rules, Regulations and Ordinances: Tenant agrees to abide by all rules
30 and regulations which may be issued from time to time by the Director, including but not
31 limited to hours during which the Stanton Center will be open; hours during which Tenant's
32 invitees may be on the Stanton Center Premises; the type, character and dimension of
33 fixtures, displays, etc; and the use of the leased space.
34

35 19. Insurance and Indemnification:
36

37 (A.) Tenant shall fully indemnify, defend and hold harmless the City, and in their
38 capacity as such, the officers, agents and employees thereof, from and against any and all
39 claims, suits, actions, liability and judgments for damages or otherwise for actual or alleged
40 injury to persons or property, including loss of use of property, in any way arising out of or
41 through or alleged to arise out of or through the acts or omissions of Tenant or its officers,

1 agents, employees, or contractors or to which the acts or omissions of any such person or
2 entity in any way contribute provided said claim, suit, action, liability or judgment is in any
3 manner be connected to Tenant's use or occupancy of the Space(s) or any part of the
4 Annapolis Stanton Center.

5
6 (B.) Nothing herein shall be deemed to prevent the parties indemnified and held
7 harmless herein from participating in the defense of any litigation by their own counsel at
8 Tenant's sole expense. Such participation and/or charged to Tenant shall not relieve
9 Tenant from its duty to defend against liability or to pay any judgment against such party.

10
11 (C.) As a part of the duty to defend, hold harmless and indemnify provided herein,
12 but without limiting that duty, Tenant shall file with the Director concurrent with the
13 execution of this Lease, and shall thereafter maintain in full force and effect at Tenant's
14 expense, an acceptable policy or policies of liability insurance, including comprehensive
15 general liability insurance. The policy or policies shall name as primary or additional
16 insured the City, and in their capacity as such, the officers, agents and employees thereof.
17 Said policy of insurance shall be in the minimum single limit amount of one million dollars
18 (\$1,000,000.00) per occurrence. The insurance policy shall insure against the types of
19 liabilities covered by the indemnification and hold harmless provisions above.

20
21 ~~20. Maintenance: All Stanton Center tenants, including Tenant, shall contribute~~
22 ~~to the daily care, maintenance and cleanliness of the common areas and washroom~~
23 ~~facilities of the Stanton Center. In addition, Tenant shall be solely responsible for the care,~~
24 ~~maintenance and cleanliness of the Space(s) and the City shall have no duty or obligation~~
25 ~~regarding same. Each Tenant shall be responsible for the care and maintenance of its own~~
26 ~~systems. The City shall be responsible for the maintenance of the Stanton Center building~~
27 ~~(i.e., structure) and HVAC system.~~ 20. Maintenance: Each Tenant shall be responsible
28 for the care and maintenance of its own space. The City shall be responsible for the
29 maintenance of the Stanton Center building (i.e. structure, the HVAC system, and the
30 common areas).

31
32 21. Security: City shall have no obligation to insure Tenant, Tenant's property
33 or Tenant's officers, employees or invitees against criminal activities of third parties. City
34 and in their capacity as such, the officers, employees and agents of City, shall have no
35 liability for physical harm or property damage resulting directly or indirectly from any such
36 activity or from any act or omission by the City, its officers, agents or employees to protect
37 against criminal activity.

38
39 22. Resolution of Certain Disputes: Tenant's disputes, claims, causes of action
40 and suits related to: (i) other tenants of the Stanton Center; (ii) the boundaries of Tenant's
41 Space(s); (iii) parking; (iv) days and hours of operation; or (v) surcharges for expenses

1 under Paragraph 5 hereof shall be submitted by Tenant preliminarily to the Director for
2 resolution. If Tenant is dissatisfied with the decision of the Director, Tenant may file an
3 appeal with the City of Annapolis Board of Appeals but to no other administrative agency
4 or court. The decision of the Board of Appeals shall be final and not subject to appeal to
5 any administrative agency or court. The parties hereto specifically reserve to themselves
6 all other rights, remedies and procedures available to them under law.
7

8 23. Notices: Written notice required under this Lease shall be delivered by regular
9 mail, postage prepaid as follows:

10 (a) To Tenant: _____
11 _____
12 _____
13

14 (b) To City: Director, Central Services Dept.
15 c/o 160 Duke of Gloucester Street
16 Annapolis, MD 21401
17

18 and

19 City Attorney, Office of Law
20 160 Duke of Gloucester Street
21 Annapolis, MD 21401
22
23
24

25 26. Joint and Several Liability: If there is more than one Tenant to this Lease, the
26 term "Tenant" as used herein shall apply to each and to all jointly and severally, and the
27 liability of all Tenants shall be joint and several.
28

29 27. Prior Agreements: This Lease supersedes any and all other Leases,
30 agreements (written or verbal) and terms of tenancy between the parties for the Space(s).
31 The terms of this Lease shall bind the parties, their successors, assigns, representatives
32 and heirs according to its terms.
33

34
35 WITNESS:

TENANT

36
37
38 BY: _____
39 Print Name _____
40 Title: _____
41 Address: _____

ATTEST:

THE CITY OF ANNAPOLIS

Deborah Heinbuch, City Clerk

BY: _____
Ellen O. Moyer, Mayor

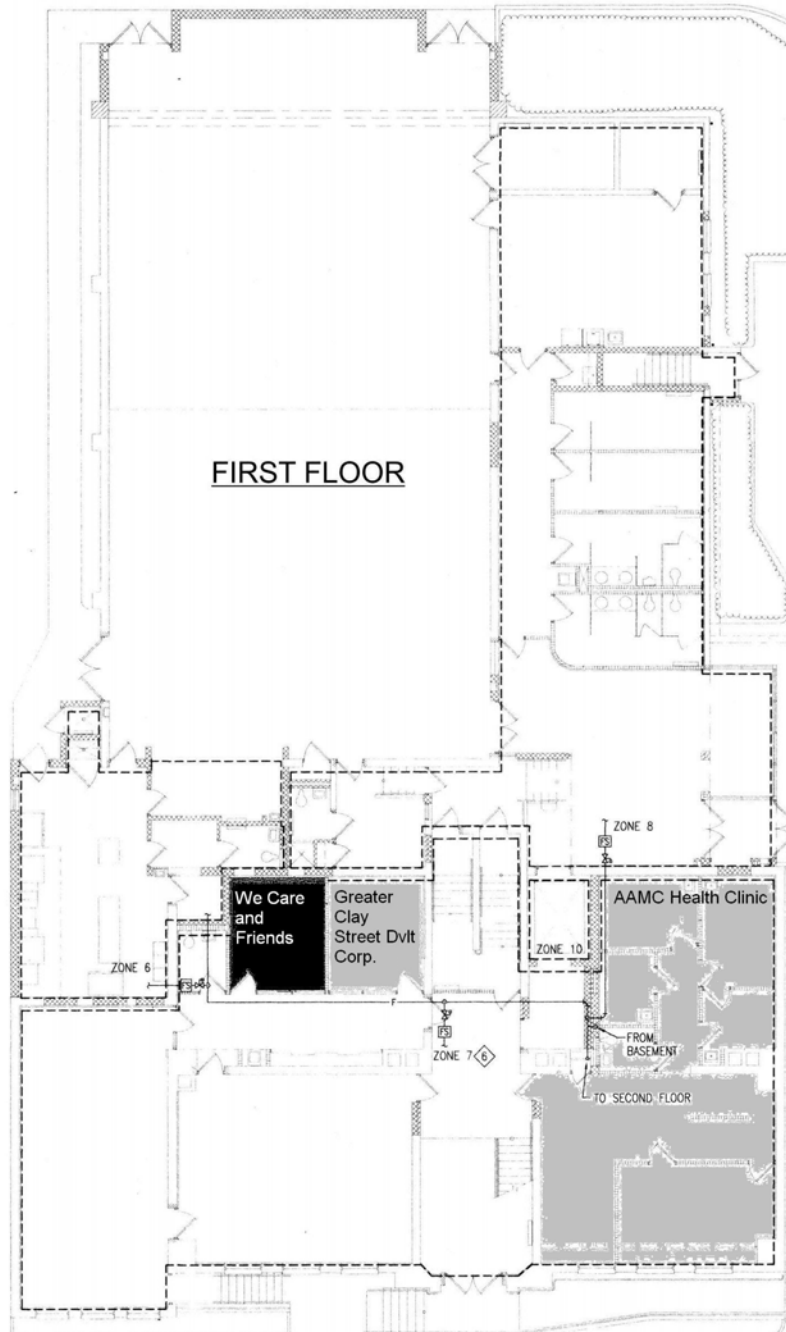
Approved as to Form and Legal Sufficiency:

Shaem C. Spencer, City Attorney

Date

Exhibit A

Stanton Center Lease Floorplan



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